



For Youth Development
For Healthy Living
For Social Responsibility

FRANKLIN COUNTY FAMILY YMCA – SMITH MOUNTAIN LAKE BRANCH EXTENDED HOUR ACCESS RULES AND REGULATIONS

(Revised: 3/23/18)

Extended Hour Access is unique in the YMCA system and is being offered as a special opportunity available exclusively at the SML branch of our Franklin County YMCA.

Benefit: Beginning March 23rd, 2018 the SML Branch will provide members with expanded access to the Wellness Center and associated restroom facility. With Expanded Access Hours, members will have more flexible and easier access to their Y. The SML Branch will be accessible 24/7 to better meet the schedules of our busy members.

Eligibility: The YMCA Extended Hour Access is available for all members in good standing who are 18 years and older.

Possible Adjustments: The YMCA reserves the right to adjust YMCA Extended Hour Access during holidays, seasonal use, special events, maintenance and repair, and inclement weather that would potentially cause a dangerous condition for members. When possible, the YMCA will post all such adjusted hours on the YMCA website, app and on social media. In case of inclement weather, please listen to WDBJ10 and WSET13 reports and alerts.

SECURITY:

Additional security and safety measures have been taken to increase member peace of mind and to allow implementation of Extended Hours activities for the SML Branch. Our goal is to create and maintain a safe and welcoming family environment where members feel at home and uninvited guests are deterred from entering or causing harm to YMCA community resources. Be assured that any criminal activity on YMCA premises by anyone will not be tolerated and violators will be prosecuted to the maximum extent of the law.

Security Cameras: The YMCA building is now under 24 hour video surveillance based on the installation of cameras at strategic locations inside the facility. While these cameras do not provide real-time security, they serve as a powerful deterrent and will provide a clear and objective record of activities should any suspicious, inappropriate, or unlawful activities occur.

Access Cards: Access Cards will also be an important security element to ensure only invited members have access to our SML branch.

Security Phone: A courtesy phone, located on the front desk, is available for member use if any member feels threatened or witnesses suspicious activity.

Even with these measures in place, we continue to urge members to remain vigilant and aware of their surroundings. Pay attention to those around you when entering, leaving, and using the facility, just as you would in any public place to protect yourself and family members.



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EXTENDED HOUR ACCESS RULES:

Extended Hour Access privileges require Member Agreement (signature required) to important rules designed for your safety, the safety of others, and the protection of both real and/or personal property.

1. Members **must scan their membership card** to enter the YMCA during extended hour access. Please ensure the door is shut completely behind you when entering or exiting. Each family member must individually scan their personal access card to properly record member entry and exit. Therefore, holding a door open for another person (even a family member) is not permitted. Do not allow entry to anyone who simply knocks and asks for entry.
2. Members are prohibited from bringing in guests during the Extended Hour Access period.
3. Members may not share use of their Membership Card with anyone. The Member assumes all responsibility for their membership card and must alert the YMCA immediately if the card is lost or stolen.
4. Members agree not to engage in any type of commercial or business activity while using the facilities during extended hour access. Members shall not act as a trainer for any other Members. Any acts that constitute business activities are strictly prohibited.
5. All "normal hour" policies apply.

DAILY USE RULES

1. When entering the YMCA during Extended Hours Access periods, please turn on both light switches located at the inside entrance on the left wall after passing front desk.
2. If you are the last one in the YMCA (including the rest room), please turn all light switches off when leaving.
3. **A Y Member who witnesses a violation of Extended Access rules or observes suspicious behavior agrees to do the following:**
 - **In the case of a non-emergency issue** either:
 - Contact YMCA staff the next morning when the building opens at 721-9622, with the time and date of the violation and what you witnessed.
 - Contact 721-9622 before the building opens and leave a voicemail with the date and time of the violation and what you witnessed.
 - **In case of an emergency issue** use the emergency phone to dial 911.

Failure to comply with the rules above or report any witnessed violation will be grounds for termination of YMCA Extended Hour Access privileges, Membership termination, and as applicable, may result in criminal prosecution. During the period of any such membership termination, the member shall not be entitled to a credit for any repayment of dues or other fees due or paid pursuant to this agreement or YMCA Membership Agreement. The YMCA reserves the right to modify or terminate membership privileges (at the sole and absolute discretion of the YMCA) for any violation of rules.

Please read and understand this agreement thoroughly.



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Member Name:

Member Signature:

MEMBER ASSUMPTION OF RISK AND RELEASE:

I understand the risk from YMCA activities and use of any YMCA equipment is significant, including the potential for physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

1. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I acknowledge that this is an UNSUPERVISED WELLNESS CENTER and I assume all risks associated with using exercise equipment and other products and machines and exercising alone without the aid and presence of YMCA staff on the premises. In addition, I acknowledge that YMCA activities may include outdoor activities which may present additional risks, such as slick surfaces, uneven surface, loose rock or gravel, and unseen roots and other items.
2. I understand that the Smith Mountain Lake YMCA Branch is owned by the Franklin County Family YMCA. I hereby release, indemnify, and hold harmless The Franklin County Family YMCA and its DIRECTORS AND OFFICERS, as well as all sponsors and advertisers, and all owners and lessors of the premises of such associations and their officers, affiliates, agents and employees WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE to person or property that may arise out of or in connection with my use of any of the equipment, products and machines or the facilities of the YMCA or any outdoor exercise program offered at the YMCA, or any incident that occurs while using the facilities, or otherwise related to my membership.
3. I expressly agree that this release is intended to be as broad and as inclusive as permitted by applicable law and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and to any other next of kin. I understand the YMCA is relying on this release in agreeing to enter into this Agreement.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. I represent that I have thoroughly read the “rules” herein and understand that any failure to adhere to the rules will be grounds to immediately terminate all membership privileges.
6. I HAVE READ THE RULES AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY, VOLUNTARILY, AND FOREVER WITHOUT ANY INDUCEMENT. BY SIGNING THIS DOCUMENT, I AGREE THAT IF I AM HURT OR MY PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, THEN I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT OR ANY CHANGES AGAINST THE PARTIES BEING RELEASED ON THE BASIS OF ANY CLAIM FOR NEGLIGENCE.



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7. ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ADDITIONAL TERMS AND CONDITIONS - I hereby confirm that I am aware of and agree to the terms and conditions of the Extended Hour Access Rules and the Member Assumption of Risk and Release (all 4 pages). I also understand that the YMCA may update this document at anytime and deactivate member use if the member does not sign the updated document. I further understand and agree that it is my responsibility to provide any changes to my contact information below.

Signature Date

Information below is a requirement (Please print clearly):

Print Name: _____

Age: _____ Birth date: _____/_____/_____

Address: _____

Email: _____

Cell Phone: _____

NOTE:

- 1. This Agreement must be fully completed and given to a staff member at the Smith Mountain Lake YMCA in order to be processed.
- 2. It will take up to 2 working days to process this Agreement.
- 3. Should you have any questions or concerns, please contact a staff member during our normal business hours which are:

Monday—Thursday: 6:00 am—8:00pm
 Friday: 6:00am—7:00pm
 Saturday: 8:00am—4:00pm
 Sunday: 12:00pm—5:00pm

For Office Use Only

Key #: _____ Is Member 18 years of age? _____ YES _____ NO (must be 18)
 What type of Membership? _____ Expiration Date? _____ Picture on account? ___ YES ___ NO
 Is the member in good standing? ___ YES ___ NO Does the member have notes on their account? ___ YES ___ NO
 If yes, what are the notes? _____
 Information verified by: _____ / _____ / _____
 Member email entered ___ YES ___ NO

Print Employee Name

Date